IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

FIRST APPEAL Nos. 2845 of 2000

For Approval and Signature:

HONOURABLE MR.JUSTICE K.M.MEHTA

==========

1 Whether Reporters of Local Papers may be allowed to see the judgment ? YES

2 To be referred to the Reporter or not ? YES

3 Whether their Lordships wish to see the fair copy of the judgment ? NO

4 Whether this case involves a substantial question of law as to the interpretation of the constitution of India, 1950 or any order made thereunder ? NO

5 Whether it is to be circulated to the civil judge ? YES (To be circulated to Judges of Labour Court and Industrial Court also.

==========

UNITED INDIA INS. COMPANY LTD. - Appellant(s)
Versus
SHAKURA ISHAQ BHAYA & 1 - Defendant(s)

==========

Appearance :
MR PV NANAVATI for Appellant(s) : 1,MR VIBHUTI NANAVATI and MR VC THOMAS for Appellant(s) : 1,
MR AR SHAIKH for Defendant(s) : 1,
MR MEHUL S SHAH for Defendant(s) : 2,
MR SURESH M SHAH for Defendant(s) : 2,

==========

CORAM : HONOURABLE MR.JUSTICE K.M.MEHTA

Date : 11/07/2007

ORAL JUDGMENT

1. United India Insurance Company Limited, appellant-original opponent No.2, has filed this appeal against the judgment and award dated 27th April, 2000, passed by the Ex-officio Commissioner for Workmen's Compensation and Labour Judge, Labour Court, Jamnagar in Workmen's Case No.10/94 to 23/94 and 30/94. The learned Judge was pleased to award compensation as per the table in para 6 of the judgment. The learned Judge has also awarded interest at the rate of 6% from the date of the application i.e. 26.2.1994.

2. The facts giving rise to this appeal is as under:

2.1 The original claimants were the employees of one Abdulla Haji Ibrahim Bhayad, owner of the ship, who is original opponent No.1. According to the claimants, they were working with opponent No.1 and opponent No.1 used to pay Rs.1,000/- as salary per month to one Shri Ishak Osman original claimant No.1 and other claimants were getting Rs.500/- per month. All these claimants boarded one ship bearing Registration No.MNG 353 named “M.S.V. Albuquerque”

(hereinafter referred to as “the ship in question”). They boarded the said ship in December 1991 from Veraval for going to Dubai. They boarded the same on 26.12.1991.

2.2 It is the case of the claimants that when they boarded the ship on 26.12.1991, thereafter the ship never reached it's destination i.e. Dubai and there was no whereabouts of those 15 persons i.e. crew of the ship as well as the ship in question. It was further stated that the owner of the ship has obtained an insurance policy with respondent No.2 - United India Insurance Co. Ltd. They also contended that they were not aware as to whether the ship reached to Dubai or where that 15 crew members have gone. Ultimately they inquired at the respective places but there was no whereabouts of the ship as well as 15 crews.

2.3 The plaintiff through their learned advocate has addressed a notice dated 24.5.1993 to the owner of the ship which is produced at Exh.17. It was submitted that in the said ship there were 15 crew members who were travelling in the said ship and the said ship left in December 1991 and thereafter there

was no whereabouts about the ship as well as those 15 crews and so the owner of the ship is liable to pay compensation of Rs.2,50,000/- and the owner has taken out insurance policy as he has already paid the amount of premium to the insurance company in this behalf.

2.4 They have stated that they have inquired at that time and they have found that the ship lost in the sea and there is no whereabouts of the ship as well as 15 crews. In view of the same the claimant No.1 has filed application for obtaining compensation of Rs.65,228/-. The said application was filed on 16.2.1994.

2.5 In the suit the defendant No.1 has filed a written statement in which it has been stated that the said ship was “MSV Albuquerque” Registration No.MNG 353 and insurance was taken from 8.1.1992 to 7.2.1992 and Policy No.066201/91/1/00058/92 through United India Insurance Co. Ltd.

2.6 The plaintiff has relied upon insurance policy taken by the United India Insurance Co. Ltd. for the ship from 8.1.92 to 7.2.92 for two months. The said

policy has been produced at Exh.47 being Policy No. 066201/91/1/00058/92. It was also stated that premium of Rs.6,850/- was paid and the ship was ITC Hull Clause and Personal Accident Insurance for 20 crews. The amount of insurance was for Rs.10.00 lakhs. The ship name was also shown as “MS Albuquerque”.

2.7 Similarly another policy of the said ship is also produced at Exh.49. The period of insurance policy is from 7.2.1992 to 6.5.1992 bearing Policy No.066201/91/1/00064/92 of Rs.10.00 lakhs. They have paid the premium of Rs.21,150/- in this behalf. It was stated that policy covers ITC Hull Clause and Personal Accident insurance for 20 crews.

2.8 It was stated that they have also inquired with certain agencies but there is no whereabouts of the ship as well as 15 crews and therefore they addressed a notice to the insurance company somewhere in 1992 but the insurance company has not replied to the said notice.

2.9 He has also stated that on 16.12.1991 the ship was left with 15 crews and thereafter there is no

whereabouts about the ship as well as those 15 crew members. Though the ship has lost on 16.12.1991 but it has been reported lost in January 1992 and therefore the policy taken by United India Insurance Co. Ltd., at Exh.47 as well as Exh.49 covers the loss in this behalf. However, he has denied any liability in this behalf. The said reply was filed on 28.4.94. Thereafter the Court has framed the issues on 9.11.95.

Insurance Company's Contention:

2.10 Before the learned trial Judge, the insurance company has filed reply and denied the contention in this behalf. They have denied that the ownership of the opponent. They have also stated that the ship which was lost and the insurance policy of the ship in question is not of the same ship and the ship in question in not at all damage or lost and therefore the insurance company is not at all liable. They further contended that there is no question of total vanished of the ship or 15 crews who have boarded the ship. The ship owner filed a complaint before the police. However, the insurance company stated that they had filed bogus complaint

for obtaining damages in this behalf. They have also not admitted that the notice has been served to them.

Contention of Mr.A.R.Shaikh, on behalf of defendant No.1 - owner of ship.

2.11 The defendant No.1 has produced about 34 documents vide Lists Exh.45. From the said lists, following documents are produced.

(i) Exh.46 Marine Acceptance Advice Cum Receipt of Rs.21,150/-.

(ii) Exh.48 Marine Acceptance Advice Cum Receipt of Rs.6,850/-.

Documentary Evidence produced by the owner of the ship.

2.12 As regards two insurance policy, I have already referred earlier at Exh.48 and Exh.49. Exh.50 is the receipt from Inspector of Customs showing that vessel was sailed on 26.12.91. Exh.51 certificated from Suptd. Of Customs, Custom House, Veraval showing that the ship in question left for Dubai along with original documents issued by Kozikode Customs with 15 crews vide port clearance

dated 26.12.91. Exh.52 is the list of crews and the certificate issued by Suptd. Of Customs, Custom House, Veraval dated 26.12.91. Exh.53 is a certificate of registry of a sailing vessel. Exh.54 is a certificate issued by registry of a sailing vessel where description of vessel, survey/inspection and valuation done by one J.B. Boda Surveyors. Exh.55 is an agreement between Dawood Mamad and Abdulla Haji Ibrahim in connection with the sailing of the ship dated 3.2.92. Exh.56 is a telegram to Custom Officer from Abdulla Haji Ibrahim, Jamnagar regarding ship in question. Exh.57 is a communication from Ship Officer, Maritime Board in connection with the inquiry of the ship in question at Dubai. Exh.58 is a letter dated 31.1.92 from Abdulla Haji Ibrahim to Suptd. Of Customs, Veraval. Another letter dated 31.1.92 also by Abdulla Haji Ibrahim to Suptd. Of Customs and the copy of the same was given to various Ports Authority. Similarly Exh.60 was also about the same. Exh.61 is a letter dated 22.1.92 addressed by Abdulla Haji Ibrahim to Suptd. Of Customs and the registered acknowledgment is at Exh.62 has been produced. Exh.63 is a letter dated 24.4.92 written by Abdulla Haji Ibrahim to the Director General of Shipping, Bombay in connection

with the ship in question. Exh.64 is a registered acknowledgment. Another letter dated 9.11.92 addressed by Abdulla Haji Ibrahim to Branch Manager, United India Insurance Co. Ltd. in connection with the insurance. 5.3.93 is a letter of Abdulla Haji Ibrahim to Branch Manager, United India Insurance Co. Ltd. viz regarding the ship in question enclosing Marine Casualty Report. Then notice through advocate one Jayantilal D.Kanakhara by Abdulla Haji Ibrahim to United India Insurance Co. Ltd. at Exh.67 and registered acknowledgment at Exh.68. The affidavit of Abdulla Haji Ibrahim dated 1.9.92 at Exh.69. The affidavit in Gujarati by Dawood Mamad at Exh.70 regarding loss of ship dated 16.9.92. Notice from Ishaq Osman Bhaya through his advocate A.H.Gagdani to Abdulla Haji Ibrahim dated 24.5.93. Acknowledgment receipts Exh.72 to Exh.78. Dairy of Daudbhai has been produced at Exh.79.

Oral Evidence:

2.13 The deposition of Abdulla Haji Ibrahim is at Exh.46. Exh.47 application by defendant No.1. Deposition of defendant No.1 at Exh.80 owner of the ship in which it has been stated that the ship is of

his ownership.

Trial Court's finding:

2.14 The trial Court held that all applicants are workmen in view of Section 2(n) of the Workmen's Compensation Act, 1923. All the workmen have died during their course of employment and part of their duty when the accident arose. Both the defendants are liable to pay compensation to the applicants. The defendants are not liable to pay the amount of penalty. However, they are liable to pay 6% interest from the date of the application.

Contention of Insurance Company before this Court and Court's observation:

3. Mr.Vibhuti Nanavati, learned advocate and Mr.V.C.Thomas, learned advocates appeared on behalf of the appellant - United India Insurance Company Ltd. He has submitted that the learned trial Judge granted compensation as per Section 4(a) of the Workmen's Compensation Act of 50% of wages. He has

invited my attention to Sec.4(a) of the Act which is the present section which provides that 50% was amended by Act 30 of 1995 with effect from 15.9.1995, but prior to that it provides for 40% damages. The section at relevant time reads as as under:

> "4.Amount of Compensation :- (1) Subject to the provisions of this Act, the amount of compensation shall be as follows, namely :-

(a) where death results from the injury	an amount equal to [forty per cent] of the monthly wages of the deceased workman multiplied by the relevant factor; or an amount of [twenty five thousand rupees], whichever is more.

3.1 He submitted that as the accident occurred on 26.12.1991 i.e. prior to 1995, the learned Judge ought to have taken compensation at the rate of 40% and not 50% and therefore the said contention is accepted.

3.2 As far as second contention that in the main claim application, as regards claimant No.1 is concerned, they have claimed Rs.65,000/-, and as far as other claimants are concerned, they have claimed

Rs.20,000/- to Rs.24,000/-.

3.3 The next question is whether the defendants i.e. Insurance Company and the owner are liable to pay compensation. The owner of the ship as well as some of the claimants had invited my attention Exh.79 diary maintained by Dawood Mohd. Gandhar. They have also invited my attention to the affidavit filed by Dawood Mohd. Gandhar which is at Exh.70 which was filed on 16.9.1992. In the said affidavit it has been stated that when he reached Pakistan on 16.1.1992, at that time another ship which is about 500 to 600 ft. away a ship was lying which was owned by Abdul which named as “MSV Albuquerque”. He had seen the ship in question at that time. In his affidavit he has stated that he has made such endorsement in his diary and the extract of diary is also produced at Exh.79. Thereafter it appears that he received information that the ship is lost after 16.1.1992. The learned counsel has relied upon this affidavit as well as extract of diary only for the purpose to show that though the ship left from the relevant date i.e. December 1991, ultimately lost after 16.1.1992. According to them, therefore, the insurance policy taken out by them which is produced

at Exh.47 covers the period from 8.1.1992 to 7.2.1992 and another policy Exh.49 covers the period from 7.2.1992 to 6.5.1992. Thus the ship sailed earlier but the ship was lost after 16.1.1992 and therefore the same covered by the insurance policies and so the insurance company is liable to pay the damages in this behalf.

3.4 The learned counsel for the appellant submitted that they are not liable to pay the amount equivalent to 50% of monthly wages of the deceased workmen multiplied by relevant factor. They submitted that the accident arose on 26.12.1991 and prior to 1995 the rate of compensation was 40% and not 50% as held by the learned trial Judge. Thus I see considerable force in view of Section 4 of the Workmen's Compensation Act which I have set out earlier and it is true that the accident took place on 26.12.1991 which is prior to amendment in 1995. After 1995 the Act has been amended and compensation has been given at the rate of 50% but the said provision is not applicable in the present case and therefore in view of existing provision of Section 4(a) of the Workmen's Compensation Act, I accept the contention of the learned advocate for the appellant

Insurance Company that the applicants – respondents herein are entitled to compensation at the rate of 40% and not 50%.

Regarding interest to be paid to the workmen from which date:

4. The learned advocate has stated that the learned trial Judge has granted interest from the date of the application filed by the applicant i.e. 16.2.94 till payment. The said payment is to be made within one month from the date of the judgment. The judgment is dated 27.4.2000. The learned advocate has stated that the aforesaid finding of the learned trial Judge is required to be interfered with and the interest is to be paid from the date of the order of the Commissioner and not from the date of the application filed by the applicant.

4.1 In support of the same the learned advocate has relied upon the judgment of Hon'ble Apex Court in the case of **NATIONAL INSURANCE CO. LTD. VS. MUBASIR AHMED AND ANOTHER reported in (2007) 2 SCC 349** particularly para 9 which reads as under:

"Interest is payable under Section 4-A(3) if

there is default in paying the compensation due under this Act within one month from the date it fell due. The question of liability under Section 4-A was dealt with by this Court in Maghar Singh v. Jashwant Singh (1998) 9 SCC 134. By amending Act 30 of 1995, Section 4-A of the Act was amended, inter alia, fixing the minimum rate of interest to be simple interest @ 12%. In the instant case, the accident took place after the amendment and, therefore, the rate of 12% as fixed by the High Court cannot be faulted. But the period as fixed by it is wrong. The starting point is on completion of one month from the date on which it fell due. Obviously it cannot be the date of accident. Since no indication is there as to when it becomes due, it has to be taken to be the date of adjudication of the claim. This appears to be so because Section 4-A(1) prescribes that compensation under Section 4 shall be paid as soon as it falls due. The compensation becomes due on the basis of adjudication of the claim made. The adjudication under Section 4 in some cases

involves the assessment of loss of earning capacity by a qualified medical practitioner. Unless adjudication is done, question of compensation becoming due does not arise. The position becomes clearer on a reading of sub-section (2) of Section 4-A. It provides that provisional payment to the extent of admitted liability has to be made when employer does not accept the liability for compensation to the extent claimed. The crucial expression is “falls due”. Significantly, legislature has not used the expression “from the date of accident”. Unless there is an adjudication, the question of an amount falling due does not arise.”

5. On the other hand, on behalf of claimant Mr.A.R.Shaikh, learned advocate as well as Mr.Mehul Suresh Shah, learned advocate appeared for the owner of the ship and also for one of the claimants. They stated that when the accident took place, the liability of the Insurance Company and the owner arises to pay compensation and in support of the same they relied upon Section 3 of the Workmen's'

Compensation Act which reads as follows:

> “Employer's liability for compensation :- (1) If personal injury is caused to a workman by accident arising out of and in the course of his employment, his employer shall be liable to pay compensation in accordance with the provisions of this Chapter:
>
> Provided that the employer shall not be so liable -
>
> (a) in respect of any injury which does not result in the total or partial disablement of the workman for a period exceeding [three days];
>
> (b) in respect of any [injury, not resulting in death [or permanent total disablement], caused by] an accident which is directly attributed to -
>
> (i) the workman having been at the time therefore under the influence of drink of drugs, or
>
> (ii) the wilful disobedience of the

workman to an order expressly given, or to a rule expressly framed, for the purpose of securing the safety of workman, or

(iii) the wilful removal or disregard by the workman of any safety guard or other device which he knew to have been provided for the purpose of securing the safety of workmen.

5.1 Section 4 provides amount of compensation to be paid. The said amount is to be paid subject to provisions of this Act and amount of compensation shall be awarded as under for which I have already made reference in this behalf.

5.1A Section 4-A provides compensation to be paid when due and penalty for default which reads as under:

"(1) Compensation under Section 4 shall be paid as soon as it falls due.

(2) In cases where the employer does not accept the liability for compensation to the extent claimed, he shall be bound to make

provisional payment based on the extent of liability which he accepts, and, such payment shall be deposited with the Commissioner or made to the workman, as the case may be, without prejudice to the right of the workman to make any further claim.

(3) Where any employer is in default in paying the compensation due under this Act within one month from the date it fell due, the Commissioner shall -

(a) direct that the employer shall, in addition to the amount of the arrears, pay simple interest thereon at the rate of twelve per cent per annum or at such higher rate not exceeding the maximum of the lending rates of any scheduled bank as may be specified by the Central Government, by notification in the official Gazette, on the amount due; and

(b) if, in his opinion, there is no justification for the delay, direct that the employer shall, in addition to the amount of the arrears and interest thereon, pay a

further sum not exceeding fifty per cent of such amount by way of penalty :

Provided that an order for the payment of penalty shall not be passed under Clause (b) without giving a reasonable opportunity to the employer to show cause why it should not be passed.

Explanation - For the purposes of this sub-section, `scheduled bank' means a bank for the time being included in the Second Schedule to the Reserve Bank of India Act, 1934.

(3-A) The interest payable under Sub-section (3) shall be paid to the workman or his dependant, as the case may be, and the penalty shall be credited to the State Government.”

5.1B Section 5 provides method of calculating wages. Section 8 provides distribution of compensation. Section 9 provides compensation not to be assigned, attached or charged. Section 10 provides

notice and claim. Section 10-A provides power to require from employers statements regarding fatal accidents. Section 10-B provides reports of fatal accidents and serious bodily injuries. Section 15 provides special provisions relating to masters and servants. Section 15-A provides in the case of workmen who are captains or other members of the crew of aircrafts subject to the following modifications. Section 16 provides returns as to compensation. Section 18 provides proof of age. Section 18-A provides penalties. Sec.19 falls under Chapter III Commissioners and provides reference to Commissioners which reads as under:

> "Sec. 19 - Reference to Commissioners – (1) If any question arises in any proceedings under this Act as to the liability of any person to pay compensation (including any question as to whether a person injured is or is not a workman) or as to the amount or duration of compensation (including any question as to the nature or extent of disablement), the question shall, in default of agreement, be settled by [a Commissioner].

(2) No civil Court shall have jurisdiction to settle, decide or deal with any question which is by or under this Act required to be settled, decided or dealt with by a Commissioner or to enforce any liability incurred under this Act."

5.1C The learned advocate submitted that, in view of Section 3 of Workmen's Compensation Act, the employer shall be liable to pay compensation if personal injury is caused to a workman by accident arising out of and in the course of his employment. In view of Section 3 of the Act, the employer therefore became liable to pay the compensation as soon as the aforesaid personal injury was caused to the workman by the accident.

5.1D The learned counsel has relied upon other sections which I have quoted in this behalf. The claimant has to prove that accident arose out of and in the course of the employment. He has also relied upon Sec.19 of the Workmen's Compensation Act which provides that the Commissioner has power to determine the compensation.

5.2 On conjoint reading of Section 3 and Section 19 of the Workmen's Compensation Act, there is nothing to justify the argument of insurance company that the employer's liability to pay compensation under Section 3 of the Act, in respect of the injury or death, was suspended until after the settlement contemplated by Section 19. It was submitted that the owner as well as insurance company were liable to pay compensation as soon as the accident was caused to the claimant and there is no justification by the insurance company to contend that interest can be liable only from the date of the order of the Commissioner.

5.3 They also submitted that they have not only relied upon the statutory provisions but they also relied upon the judgment of Hon'ble Apex Court in the case of **Pratap Narain Singh Deo vs. Shrinivas Sabata and another reported in AIR 1976 SC 222**. It was stated that the said judgment is decided by Four Learned Judges of the Hon'ble Apex Court and particularly they relied upon para 7 and 8 which reads as under:

5.3A “7. Section 3 of the Act deals with the

employer's liability for compensation. Sub-section (1) of that section provides that the employer shall be liable to pay compensation if "personal injury is caused to a workman by accident arising out of and in the course of his employment." It was not the case of the employer that the right to compensation was taken away under sub-section (5) of Section 3 because of the institution at a suit in a civil Court for damages, in respect of the injury, against the employer or any other person, The employer therefore became liable to pay the compensation as soon as the aforesaid personal injury was caused to the workman by the accident which admittedly arose out of and in the course of the employment. It is therefore futile to contend that the compensation did not fall due until after the Commissioner's order dated May 6, 1969 under Section 19. What the Section provides is that if any question arises any proceeding under the Act as to the liability of any person to pay compensation or as to the amount or duration of the compensation

it shall, in default of agreement, be settled by the Commissioner. There is therefore nothing to justify the argument that the employer's liability to pay compensation under Section 3, in respect of the injury, was suspended until after the settlement contemplated by Section 19. The appellant was thus liable to pay compensation as soon as the aforesaid personal injury was caused to the appellant, and there is no justification for the argument to the contrary."

5.3B "8. It was the duty of the appellant, under Section 4-A (1) of the Act, to pay the compensation at the rate, provided by Section 4 as soon as the personal injury was caused to the respondent. He failed to do so. What is worse, he did not even make a provisional payment under sub-section (2) of Section 4 for, as has been stated, he went to the extent of taking the false pleas that the respondent was a casual contractor and that the accident occurred solely because of his negligence. Then there is the further fact

that he paid no heed to the respondents personal approach for obtaining the compensation. It will be recalled that the respondent was driven to the necessity of making an application to the Commissioner for settling the claim, and even there the appellant raised a frivolous objection as to the jurisdiction of the and prevailed on the respondent to file a memorandum of agreement settling the claim for a sum which was so grossly inadequate that it was rejected by the Commissioner. In these facts and circumstances, we have no doubt that the commissioner was fully justified in making an order for the payment of interest and the penalty."

5.4 They stated that as far as judgment of Hon'ble Apex Court in the case of of National Insurance Co. Ltd. vs. Mubasir Ahmed and another is concerned, it is a two Judge Bench judgment and it appears that the Hon'ble Apex Court has only relied upon Maghar Singh vs. Jashwant Singh case reported in (1998) 9 SCC 134. The attention of the Hon'ble Apex

Court was not invited to the four Judge Bench of the Hon'ble Apex Court in Pratap Narain Singh Deo vs. Shrinivas Sabata and another case. They stated that if there is divergence of view between two judgments of the Hon'ble Supreme Court; one decided by Four Judge Bench and another by Two Judge Bench, the Court must follow the decision decided by Larger Bench.

5.5 In support of the aforesaid contention, the learned counsel has also relied upon the judgment of Hon'ble Supreme Court in the case of **Kerala State Electricity Board vs. Valsala K. reported in 2000 ACJ 5 (SC).** It was also a question of amendment of Section 4 and Section 4-A of the Workmen's Compensation Act. In para 3 the Hon'ble Court has observed like this:

5.5A “A four-Judge Bench of this Court in Pratap Narain Singh Deo v. Shrinivas Sabata, 1976 ACJ 141 (SC), speaking through Shinghal, J. has held that an employer becomes liable to pay compensation as soon as the personal injury is caused to the workman by the accident which arose out of and in the course of employment. Thus, the relevant date for

determination of the rate of compensation is the date of the accident and not the date of adjudication of the claim.”

5.5B In para 4 the Hon'ble Court has observed like this:

“A two-Judge Bench of this Court in New India Assurance Co. Ltd. v. V.K.Neelakandan, Civil Appeal Nos.16904-16906 of 1996, decided on 6.11.1996, however, took the view that Workmen's Compensation Act, 1923 being a special legislation for the benefit of the workmen, the benefit as available on the date of adjudication should be extended to the workmen and not the compensation which was payable on the date of the accident. The two-Judge Bench in Neelakandan's case (supra), however, did not take notice of the judgment of the larger Bench in Pratap Narain Singh Deo's case, 1976 ACJ 141 (SC), “as it presumably was not brought to the notice of their Lordships. Be that as it may, in view of the categorical law laid down by the larger Bench in Pratap Narain Singh Deo's case, the view expressed by the

two-Judge Bench in Neelakandan's case is not correct.”

5.6 The learned counsel also relied upon the judgment of Hon'ble Apex Court in the case of **Muttulal Radheylal, (1974) 2 SCC 365 : AIR 1974 SC 1596,** wherein Bhagwati, J. (as he was then) particularly para 11 the Hon'ble Supreme Court has referred to four Judge Bench of the Hon'ble Apex Court in the case of Sarvate T.B. vs. Nemichand, 1966 MPLJ 26, after referring the same, the learned Judge has observed like this:

> “This decision, apart from principle, should conclude the question, but we find that there is one later judgment of this Court where a different view seems to have been expressed. That is the judgment in Smt.Kamla Soni v. Rup Lal Mehta, C.A.No.2150 of 1966, D/- 26.9.1969 (reported in AIR 1969 NSC 186). This case was decided by a Bench of three Judges and the judgment was delivered by Shah, J., who was one of the members of the Bench. The learned Judge, speaking on behalf of the Court, observed in

reference to Section 39(2) of the Delhi Rent Control Act which confers an identical power on the High Court to interfere only where there is an error of law.

"The argument that the learned Judges of the High Court exceeded their jurisdiction under S.39(2) of the Delhi Rent Control Act, when they reversed the finding of bona fide requirement of the appellant, has no substance. Whether on the facts proved the requirement of the landlord is bona fide within the meaning of S.14(1)(e) is a finding on a mixed question of law and fact. An inference that the requirement of the appellant in the present case was bona fide could not be regarded as conclusive". Now, there can be no doubt that these observations made in Smt.Kamla Soni case, C.A.No.2150 of 1966, Dated September 26, 1969 (reported in AIR 1969 NSC 186) are plainly in contradiction of what was said by this Court earlier in Sarvate T.B.'s case, 1966 MPLJ 26. It is obvious that the decision in Sarvate T.B.'s case, 1966 MPLJ 26 was not brought to the notice of this

Court while deciding Smt.Kamla Soni's case, or else this Court would not have landed itself in such patent contradiction. But whatever be the reason, it cannot be gainsaid that it is not possible to reconcile the observations in these two decisions. That being so, we must prefer to follow the decision in Sarvate T.B.'s case as against the decision in Smt.Kamla Soni's case, as the former is a decision of a larger Bench than the latter."

6. In view of the aforesaid discussion, the question arises before before this Court as to whether this Court should confirm the finding of the learned trial Judge that interest on the compensation of amount due to be taken from the date of the application filed by applicant i.e. 16.2.1994 till payment or interest will be taken from the date of the judgment i.e. 27.4.2000. It is no doubt true that the later judgment of the Hon'ble Apex Court in **National Insurance Co. Ltd. vs. Mubasir Ahmed and another reported in (2007) 2 SCC 349** decided by two Judge Bench of the Hon'ble Supreme Court which I have referred has held that interest is to be taken from

the date of the judgment. Whereas earlier judgment of the Hon'ble Apex Court in the case of P**ratap Narain Singh Deo vs. Shrinivas Sabata and another reported in AIR 1976 SC 222 (decided by Four Judge Bench)** has held that the interest is to be paid from the date of the application. Thus, there is an apparent conflict of view between these two decisions of the Hon'ble Apex Court. If this apparent conflict of two decisions of the Hon'ble Apex Court, this Court is conscious of the fact that both the judgments are the judgments of the Hon'ble Apex Court and this Court is bound by both the judgments. However, when there is conflict between two judgments of the Hon'ble Apex Court, the judgment of Larger Bench will have to be followed i.e. judgment of Pratap Narain Singh Deo. In support of the same, this Court relies upon the judgment of Kerala State Electricity Board (supra) as well as Muttulal Radheylal (supra) which have been referred earlier in this behalf. In view of these two decisions, the judgment of Hon'ble Supreme Court in Pratap Narain Singh (supra) is binding and this Court may not rely upon the judgment of two Judge Bench in National Insurance Co. Ltd. (supra). This question can also be considered on different angle.

6.1 **What is precedent?**

6.2 Precedent is in its broadest sense a precedent is any pattern upon which future conduct may be based. It is a device which is in constant use, and widely employed in law. The broad meaning of precedent in the sense of past decisions, which are used as guides in the moulding of future devisions, is in no way peculiar to common law systems, for it is found in all developed systems of law. {See: Dias on Jurisprudence, 3rd Edition, 1970 page 45, Chapter 3 which starts with precedent}.

6.3 Article 141 provides that law declared by Supreme Court to be binding on all courts within the territory of India. Thus Article 141 recognises theory of precedent. Thus by way of decision of Supreme Court, it is the constant endeavour and concern of the Supreme Court to introduce and maintain an element of certainty and continuity in the interpretation of the law in the country. Law must be definite and certain. If any of the features of the law can usefully be regarded as normative; it is a basic postulate such as the requirement of

consistency in judicial devision making. It is this requirement of consistency that gives to the law much of its rigour.

6.4 However, the another principle is that when the decision of Hon'ble Supreme Court and/or High Court is not binding to the lower courts? For that I first rely upon the Commentary of H.M.Seervai on Constitutional Law of India, Fourth Edition, page 2674 particularly para 25.105 where the learned Author has stated like this:

> “If Art.141 embodies, as a rule of law, the doctrine of precedents on which our judicial system is based, it is necessary to set out briefly the circumstances under which precedents would not be binding on courts. This question was elaborately considered in Young v. Bristol Aeroplane Co. Ltd., {(1994) 1 K.B.718} and it is submitted that its effect is accurately set out in Halsbury (Halsbury Vol. 22 p. 799). The decisions of the Court of Appeal upon questions of law must be followed by the courts of first instance, and are, as a general rule,

considered by the Court of Appeal to be binding on itself, until a contrary determination has been arrived at by the House of Lords. There are, however, three exceptions to this rule, namely, (1) the court is entitled and bound to decide which of two conflicting decisions of its own it will follow; (2) the court is bound to refuse to follow a decision of its own which, though not expressly overruled, cannot, in its opinion, stand with a decision of the House of Lords; (3) the court is not bound to follow a decision of its own if given per incuriam. A decision is given per incuriam when the court has acted in ignorance of a decision of the House of Lords. In the former case it must decide which decision to follow, and in the latter it is bound by the decision of House of Lords. It has been said that the decision of the House of Lords mentioned in (2) above, refers to a decision subsequent to that of the Court of Appeal. However, “a prior decision of the House of Lords inconsistent with the decision of the Court

of Appeal, but which was not cited to the Court of Appeal will make the later decision of the Court of Appeal of no value as given per incuriam". (italics supplied).

6.5 In this connection I also rely upon the commentary of well-known learned author Dias on Jurisprudence, Third Edition, 1970. On page 74 the learned Author has stated like this:

"The Court of Appeal is still bound by its own decisions according to the Rule in Young v. Bristol Aeroplane Co. Ltd., {[1994] K.B.718 : [1944] 2 All E.R.293} but only subject to important qualifications:

(a) If two decisions are in conflict, the court must choose between them.

(b) If a decision, although not overruled, is inconsistent with a decision of the House of Lords or of the Judicial Committee of the Privy Council, the court is not bound by it.

(c) If a decision was given per incuriam,

i.e., in ignorance of statute or other binding authority, the court is not bound by it.

(d) Possibly as an extension of the last point, the court has also declared that an interlocutory order made by only two Lords Justices need not be followed if it is though to be wrong."

6.6 I also refer to Salmond on Jurisprudence, (12th Edition, 2004) page 26 Chapter 5 para 27 where the learned Author has discussed the circumstances destroying or weakening the binding force of precedent. The learned Author has discussed that it will be convenient now to consider the various ways in which a precedent may lose all or much of its binding force. The learned Author has discussed (1) Abrogated decisions, (2) Perhaps affirmation or reversal on a different ground, (3) Ignorance of statute, (4) Inconsistency with earlier decision of higher court and (5) Inconsistency between earlier decisions of the same rank. Para 5 is relevant on page 27 which reads as under:

" Inconsistency between earlier decisions of the same rank. A court is not bound by its own previous decisions that are in conflict with one another. This rule has been laid down in the Court of Appeal (e), Court of Criminal Appeal (f) and Divisional Court (g) and it obviously applies also to the House of Lords. There may at first sight seem to be a difficulty here: how can a situation of conflict occur, if the court is bound by its own decisions? At least two answers may be given. First, the conflicting decisions may come from a time before the binding force of precedent was recognised. Secondly, and more commonly, the conflict may have arisen through inadvertence, because the earlier case was not cited in the later. Owing to the vast number of precedents, and the heterogeneous ways in which they are reported – or are not reported – it is only too easy for counsel to miss a relevant authority. Whenever a relevant prior decision is not cited before the court, or mentioned in the judgments, it must be assumed that the court acts in ignorance or

forgetfulness of it. If the new decision is in conflict with the old, it is given per incuriam and is not binding on a later court."

6.7 After referring to what is meant by precedent from learned treatise of H.M.Seervai, Dias and Salmond, I also refer to certain judgments of the Hon'ble Apex Court in this behalf. The first judgment is the judgment of the Hon'ble Apex Court in the case of Union of India and another vs. Raghubir Singh (Dead) By Lrs. Etc. reported in (1989) 2 SCC 754, the judgment delivered by R.S.Pathak, C.J., on behalf of Constitution Bench and in that case the learned Judge has discussed about precedent in para 27 on page 777 which reads as under:

6.7A "What then should be the position in regard to the effect of the law pronounced by a Division Bench in relation to a case realising the same point subsequently before a Division Bench of a smaller number of Judges? There is no constitutional or statutory prescription in the matter, and the point is governed

entirely by the practice in India of the courts sanctified by repeated affirmation over a century of time. It cannot be doubted that in order to promote consistency and certainty in the law laid down by a superior Court, the ideal condition would be that the entire Court should sit in all cases to decide questions of law, and for that reason the Supreme Court of the United States does so. But having regard to the volume of work demanding the attention of the Court, it has been found necessary in India as a general rule of practice and convenience that the Court should sit in Divisions, each Division being constituted of Judges whose number may be determined by the exigencies of judicial need, by the nature of the case including any statutory mandate relative thereto, and by such other considerations which the Chief Justice, in whom such authority devolves by convention, may find most appropriate. It is in order to guard against the possibility of inconsistent decisions on

points of law by different Division Benches that the rule has been evolved, in order to promote consistency and certainty in the development of the law and its contemporary status, that the statement of the law by a Division Bench is considered binding on a Division Bench of the same or lesser number of Judges."

6.7B Thereafter after referring to the number of judgments in para 28 on page 778 the Hon'ble Apex Court has observed as under:

6.7C "We are of opinion that a pronouncement of law by a Division Bench of this Court is binding on a Division Bench of the same or a smaller number of Judges, and in order that such decision be binding, it is not necessary that it should be a decision rendered by the Full Court or a Constitution Bench of the Court. We would, however, like to think that for the purpose of imparting certainty and endowing due authority decisions of this Court in the future should be rendered by Division Benches of at least

three Judges unless, for compelling reasons, that is not conveniently possible."

6.8 I also refer to the recent judgment of the Hon'ble Apex Court on precedent also. I rely upon the Constitution Bench judgment of the Hon'ble Apex Court in the case of CENTRAL BOARD OF DAWOODI BOHRA COMMUNITY AND ANOTHER VS. STATE OF MAHARASHTRA AND ANOTHER REPORTED IN (2005) 2 SCC 673 particularly particularly para 8 on page 680 the Hon'ble Supreme Court has observed as under:

6.8A "In Raghubir Singh case {(1989) 2 SCC 754}, Chief Justice Pathak pointed out that in order to promote consistency and certainty in the law laid down by the superior court the ideal condition would be that the entire court should sit in all cases to decide questions of law, as is done by the Supreme Court of the United States. Yet, His Lordship noticed, that having regard to the volume of work demanding the attention of the Supreme Court of India, it has been found necessary as a general rule of practice and convenience that the Court

should sit in divisions consisting of judges whose number may be determined by the exigencies of judicial need, by the nature of the case including any statutory mandate relating thereto and by such other considerations which the Chief Justice, in whom such authority devolves by convention, may find most appropriate. The Constitution Bench reaffirmed the doctrine of binding precedents as it has the merit of promoting certainty and consistency in judicial decisions, and enables an organic development of the law, besides providing assurance to the individual as to the consequence of transactions forming part of his daily affairs."

6.8B Thereafter on page 682 para 12 the Hon'ble Supreme Court has observed as under:

"Having carefully considered the submissions made by the learned Senior Counsel for the parties and having examined the law laid down by the Constitution Benches in the above said decisions, we would like to sum

up the legal position in the following terms:

(1) The law laid down by this Court in a decision delivered by a Bench of larger strength is binding on any subsequent Bench of lesser or coequal strength."

6.9 This Court also refer to the another judgment in the case of MUKESH K.TRIPATHI VS. SENIOR DIVISIONAL MANAGER, LIC AND OTHERS REPORTED IN (2004) 8 SCC 387 particularly para 23 on page 396 the Hon'ble Supreme Court has observed as under:

"It may be true, as has been submitted by Ms Jaising, that S.K.Verma has not been expressly overruled in H.R.Adyanthaya but once the said decision has been held to have been rendered per incuriam it cannot be said to have laid down a good law. This Court is bound by the decision of the Constitution Bench."

6.10 This Court also refer to the another decision in the case of LAXMAN THAMAPPA KOTGIRI VS. G.M.,

CENTRAL RAILWAY AND OTHERS REPORTED IN (2007) 4 SCC 596 particularly para 8 on page 598 the Hon'ble Supreme Court has observed as under:

6.10A "It is true that the decision in State of Orissa v. Divisional Manager, LIC relied upon by the learned counsel for the respondents appears to hold to the contrary. However, since the decision is that of a smaller Bench and the decision in V.P.Shantha case was rendered by a larger Bench, we are of the opinion that it is open to this Court to follow the larger Bench which we will accordingly do."

(emphasis supplied)

6.11 In this situation, in view of the discussion which this Court referred the other recent judgments of the Hon'ble Apex Court, this Court is of the view that when there is conflict of two judgments of Hon'ble Apex Court, this Court is bound by the judgment of the Hon'ble Apex Court which has been decided by Larger Bench i.e. Four Judge Bench. This Court is not sitting in the judgment over the correctness of the judgment of the Hon'ble Apex Court

in the case of National Insurance Company Ltd. vs. Mubasir Ahmed is concerned because it is not proper for this Court to express any opinion about the judgment of the Hon'ble Apex Court.

6.12 In view of the aforesaid discussion, this Court is of considered view that when there is conflict between the judgments of the Hon'ble Apex Court in Pratap Narain Case (supra) (decided by four Judge Bench) and Mubasir Ahmed case (supra) (decided by two Judge Bench) and therefore this Court is bound to follow the decision of Larger Bench judgment of the Hon'ble Apex Court i.e. Pratap Narain Singh Deo case.

7. This question can also be considered independently discussed in following circumstances.

7.1 In this connection I refer to the judgment of this Court in the case of General Manager, Western Railway, Bombay vs. Lala Nanda reported in 1985 ACJ 57 decided by S.B.Majmudar, J. (as he was then). In that case the workman in Railways suffered employment injury on 11.10.1971 resulting in permanent disablement of left eye rendered him

totally unfit to work as pointsman. The Compensation rates enhanced in Schedule IV by Amendment Act 65 of 1976 with retrospective effect from 1.10.1975. The Commissioner directed the employer to pay compensation as per enhanced rates of amended Schedule IV. In that context the question arose before the Court that whether the revised rates of compensation as per amended Schedule IV is applicable to cases not settled when the Amending Act came into force. In that context the learned Judge has considered entire provisions of the Act including the amendment and in para 15 on page 64 the Court observed like this:

7.1A "These provisions also indicate that liability of the employer gets crystalised on the day on which accident injuries are suffered by the concerned workman. The computation of liability, therefore, has to be made in the light of the existing rates of compensation as found in Schedule IV at the time when the accidental injuries take place. If employer fails to discharge his obligation to pay compensation as per the Act, he becomes liable to be proceeded

against before the Commissioner. Section 10-A (1)(2)(3) read with sections 19(1) and 22 also indicate that the liability of employer gets crystalised on the date of the accident to the concerned workman and the employer is required to meet the said liability as per the procedure and time schedule laid down in these provisions. In fact various statutory provisions of the Act to which I have referred represent a well knit scheme regulating the rights and liabilities of injured workmen and their employers respectively, fulcrumed round the occurrence of the accident on a given date. As indicated by section 10(1), such application for compensation can be filed before the Commissioner within two years from the date of occurrence of the accident or the death, as case may be. Even while such applications are filed within limitation, computation of compensation has to be made by the Commissioner with reference to the date on which the Act foisted the liability on the employer to pay compensation and created corresponding

right in the employee to receive this compensation. If merely because the Commissioner takes some time to decide the application and in the meantime, the rates of compensation as mentioned in Schedule IV got revised upward ipso facto, it cannot be said that they become applicable to pending proceedings unless the Amending Act shows a different legislative intention."

7.1B Thereafter in para 30 particularly clause 3 on page 74 the Court observed like this:

"(3) If, however, accidental injuries are suffered by injured workman prior to 1.10.1975 and if any applications are filed for getting compensation in connection with those injuries, whether such claim applications are filed prior to 1.10.1975 or after that date, and whether such applications were pending on 21.5.1976 or whether they were not so pending on account of the fact that they had got disposed of prior thereto or that they were filed after 21.5.1976, they will have to be decided in

the light of the old unamended Schedule IV as applicable at the time the accidental injuries were actually suffered by the concerned workman."

7.1C Thereafter in para 31 on page 75 the learned Judge has observed like this:

"As a result of the aforesaid discussion, it must be held that in the light of the facts and circumstances of this case, amendment to Schedule IV as effected by Amending Act 65 of 1976 cannot be pressed in service by the respondent-workman for computing compensation payable to him for the employment injury suffered by him on 11.10.1971. He would be entitled to get compensation as per old rates as reflected by the then existing Schedule IV. As already mentioned earlier, the amount would be Rs.9,800/- and not Rs.23,520/- as awarded by the Commissioner. The present appeal will, therefore, be allowed and the award of the Commissioner will have to be modified downwards by substituting figure of

Rs.9,800/- in the place and stead of Rs.23,520/- as mentioned in the Commissioner's award. Direction as to 6% interest from the date of the application till realisation of course has to remain untouched."

7.2 In this behalf I also refer to Full Bench judgment of Kerala High Court in the case of **United India Insurance Co. Ltd., vs. Alavi, reported in 1998 ACJ 1048.** In that case the Full Bench of Kerala High Court in para 13 on page 1055 and para 17 on page 1057 has observed as under:

7.2A "We may also notice that various High Courts while dealing with the claims for compensation under the Workmen's Compensation Act, have uniformly taken the view that the relevant date for determining the rights and liabilities of parties is the date of the accident. The Gujarat High Court in General Manager, Western Railway v.Lala Nanda, 1985 ACJ 57 (Gujarat), the Bombay High Court in Margardia Gomes v. Mackinnon Mackenzie & Co. Ltd., AIR 1968 Bom

328, Allahabad High Court in Saraswati Press vs. Nand Ram, 1971 ACJ 316 (Allahabad), Jammu & Kashmir High Court in Vijay Ram vs. Janak Raj, 1981 ACJ 84 (J&K), Rajasthan High Court in Ramlal vs. Regional Manager, Food Corporation of India, 1981 Lab IC 1281, etc., have taken the same view."

7.2B "Right to claim compensation as well as the obligation to pay the same are created by the statute itself. It is well settled rule of interpretation that if the law is procedural, there is, no doubt, a presumption that it applies to pending proceedings."

7.3 The Full Bench of Kerala High Court has held that material date is the date of accident and on that date the rights of the parties crystallised and amendment does not seek to alter the liability of employer as it stood on the date of accident.

7.4 It may be noted that the Hon'ble Apex Court in the case of Kerala State Electricity Board vs. Valsala K. which I have referred earlier reported in

2000 ACJ 5, the Hon'ble Apex Court in para 5 referred to the aforesaid decision of Kerala High Court has made following observations in para 5 on page 6 as under. The Hon'ble Apex Court has approved the Full Bench judgment of the Kerala High Court.

> "... The decision of the Full Bench of the Kerala High Court, to the extent it is in accord with the judgment of the larger Bench of this Court in Pratap Narain Singh Deo v. Shrinivas Sabata, 1976 ACJ 141 (SC), lays down the correct law and we approve it."

8. In view of the aforesaid discussions particularly judgment of the Hon'ble Apex Court in the case of Muttulal Radheylal (supra), judgment of Kerala State Electricity Board (supra), this Court is of the view that this Court has to follow four Judge Bench of the Hon'ble Apex Court in the case of Pratap Narain Singh Deo (supra) where the Hon'ble Supreme Court has held that the employer becomes liable as soon as personal injury by the accident and in course of employment. Thus the relevant date of the determination is the date of the accident and

not the date of the adjudication of the claim. It appears that the attention of the Hon'ble Apex Court in the case of Mubasir Ahmed (supra) was not invited to the case of Pratap Narain Singh Deo as well as judgment of Kerala State Electricity Board. In view of the judgment of Kerala State Electricity Board as well as judgment of Hon'ble Apex Court in Muttulal Radheylal, it is well established that when there is conflict of two Judge Bench of Hon'ble Apex Court and four Judge Bench of the Hon'ble Apex Court i.e. Larger Bench, the Court has to follow larger bench judgment of the Hon'ble Apex Court and thus the decree of interest granted by the trial court is upheld and I reject the contention of the Insurance Company in this behalf.

9. In view of the same, the contention of the learned advocate for the appellant that interest is to be calculated from the date of the judgment is rejected and the interest has to be calculated from the date of the application which has been held by trial court and the same is upheld in this behalf.

10. In view of the same, the final conclusion is as follows:

10.1 The appeal filed by United India Insurance Company Ltd. is partly allowed i.e. The Insurance Company and the owner are liable to pay 40% of monthly wages of the deceased workmen multiplied by relevant factors in view of the fact that the accident took place on 26.12.1991 and the amendment of 50% of monthly wages to be given came into force in 1995 will not be applicable in the present case and to that extent the order of the learned trial Judge is modified.

10.2 Both defendants i.e. Insurance Company and the owner are liable to pay compensation and also 6% interest from the date of application. To that extent the order of the learned trial Judge is upheld. The aforesaid order of the learned trial Judge has been upheld in view of the provisions of the Workmen's Compensation Act, 1923.

10.3 This Court also relies on the judgement of the Hon'ble Supreme Court in the case of PRATAP NARAIN SINGH DEO (supra) and did not rely upon the recent two Judge Bench judgment in the case of Mubasir Ahmed (supra) and in view of the decision of

the Hon'ble Supreme Court in the case of KERALA STATE ELECTRICITY BOARD VS. VALSALA K. reported in 2000 ACJ 5 and also the decision in the case of MUTTULAL RADHEYLAL (supra) where the Hon'ble Supreme Court has held that when there is a conflict of views amongst two judgements of the Apex Court, the Court is bound by the judgement of the larger Bench.

10.4 In coming to the conclusion that the aforesaid judgement in the case of PRATAP NARAIN SINGH DEO (supra) laid down correct law, the Court has relied upon the Constitution Bench judgement of the Hon'ble Supreme Court in the case of UNION OF INDIA & ANOTHER VS. RAGHUBIR SING (DEAD) BY LRS. ETC. (supra) as well as judgement in the case of CENTRAL BOARD OF DAWOODI BOHRA COMMUNITY AND ANOTHER (supra), MUKESH K. TRIPATHI (supra) and LAXMAN THAMAPPA KOTGIRI (supra) where the Hon'ble Supreme Court has considered the principle regarding what is meant by “precedent”.

10.5 This Court has also relied upon the judgement of this Court in the case of GENERAL MANAGER, WESTERN RAILWAY, BOMBAY VS. LALA NANDA reported in 1985 ACJ 57 where this Court has taken

the view that the liability arose as soon as the accident took place. The said view has been followed by the Full Bench judgement of the Kerala High Court in the case of UNITED INDIA INSURACE CO. LTD. VS. ALAVI 1998 ACJ 1048 which judgement has been held to be correctly decided in view of the judgement of the Hon'ble Apex Court in the case of KERALA STATE ELECTRICITY BOARD (supra) and therefore this Court also relies on the same.

10.6 This Court is of the view that as there is conflict between the views in the judgements of the Hon'ble Supreme Court in the case of PRATAP NARAIN SINGH DEO VS. SHRINIVAS SABATA AND ANOTHER (supra) and in the case of NATIONAL INSURANCE CO. LTD. VS. MUBASIR AHMED AND ANOTHER (supra) (which is two Judge Bench judgement), this Court can prefer the view taken in the judgement in the case of PRATAP NARAIN SINGH DEO (supra) rather than the view taken in the judgement in the case of NATIONAL INSURANCE CO. LTD. (supra) in view of the aforesaid discussion.

11. In view of the same, the appeal is partly allowed. As the appeal is finally disposed of in favour of the claimants, the interim order earlier passed by this Court shall stand vacated and

the claimants are entitled to the amounts (as per **Annexure "A"** which forms part of this order) which due and payable to them irrespective of the limits. In view of the same, the appeal is disposed of with no order as to costs.

(K.M. Mehta, J.)

syed/

Annexure "A"

F.A.No.	Case No.	Name of Missing Person	Age	Multip -lier	Salary (Rs.)	40% (Rs.)	Compen- sation (Rs.)
2845/00	10/94	Ishaq Osman	47	163.07	1000/-	400/-	65228.00